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ble clause, though forbidding the shortening of the statute of limitations. *Citizens' Life Ins. Co. v. McClure*, 138 Ky. 138, 127 S. W. 749. The great weight of authority holds that the clauses making a policy incontestable after a fixed period are valid. *Murray v. State Mutual Life Ins. Co.*, 22 R. I. 524, 48 Atl. 800, 53 L. R. A. 742; *American Trust Company v. Life Ins. Co. of Virginia*, 173 N. C. 558, 92 S. E. 706; *Dibble v. Reliance Life Ins. Co.*, 170 Cal. 199, 149 Pac. 171.

The "incontestable from date" clause, on the other hand, presents the question whether the right to a defense on the ground of fraud can be absolutely contracted away. In *Union Central Life Ins. Co. v. Fox*, 106 Tenn. 347, 61 S. W. 62, the court, holding that this could be done, based its decision upon the theory that if a policy can be made incontestable after one year, it can be made incontestable after six months, and so on until it is made incontestable from date. It seems that this reasoning is unsound, since the chief reason for fixing a time after which the policy is to be incontestable is to encourage timely investigation by the insurer and to give the company a reasonable time in which to discover the facts. See *Weil v. Federal Life Ins. Co.*, 264 Ill. 425, 106 N. E. 246. A few cases follow the doctrine of *Union Central Life Ins. Co. v. Fox*, *supra*, in holding that the clause making the policy incontestable from date bars the defense of fraud. *Duvall v. National Ins. Co. of Montana*, 28 Idaho 356, 154 Pac. 632. See *National Annuity Ass'n v. Carter*, 96 Ark. 495, 132 S. W. 633. The decision in the instant case is in accord with this view. The opposite view is sustained by well reasoned cases. *Reagan v. Union Mutual Life Ins. Co.*, 189 Mass. 555, 76 N. E. 217. See also *New York Life Ins. Co. v. Weaver's Adm'r*, 114 Ky. 295, 70 S. W. 628; *Welch v. Union Central Life Insurance Co.*, 108 Iowa 224, 78 N. W. 853.

MANDAMUS—WHO MAY SUE OUT WRIT OF—PRIVATE PERSON—ACTION FOR THE BENEFIT OF THE PUBLIC.—R. brought an action in his own name and right, not as a taxpayer, but as a resident and citizen of the State and as a patron of its common schools, on behalf of all citizens and all patrons and pupils of such schools, to obtain a writ of mandamus to compel the State Text-Book Commission to make a new adoption of text-books for use in the common schools of the State, in accordance with a statute making such an adoption mandatory. There was no statute in the State making it the duty of a public officer to bring an action to compel the recalcitrant commission to perform properly its duties. *Held*, since the duty of the Text-Book Commission was ministerial and did not affect the State in its sovereign capacity, but affected the public as a whole, and particularly those interested in the maintenance of the common schools of the State, that therefore the writ would lie on the application of the relator, although he could show no special interest in the proper performance of their duties by the Text-Book Commission. *State Text-Book Commission v. Weathers* (Ky.), 213 S. W. 207. See NOTES, p. 205.